

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE YEAR REFUSE SERVICE FFP REFUSE CONTRACT TRASH CANS	1	Lump Sum	\$2,050.00	\$2,050.00

The contractor shall furnish the necessary supplies, labor, tools, containers (except as noted) and equipment for the collection, transportation, and disposal of trash, rubbish, and garbage at various public use and administrative facilities located throughout the Raystown Lake Project.

POC (REQUESTOR) ROBERT GWINN/DWIGHT BEALL (814)658-6810/6803
POC (VENDOR)
POC (CONTRACTING OFFICE) WILLIAM EPPS/GLORIA FROST (410)962-5610/3534

NO TELEPHONE OR FAX REQUEST FOR THIS SOLICITATION WILL BE ACCEPTED. ALL QUESTION SHALL BE SUBMITTED VIA EMAIL TO THE ATTENTION OF TONY.EPPS@USACE.ARMY.MIL OR GLORIA.FROST@USACE.ARMY.MIL AFTER DECEMBER 04, 2003.
PURCHASE REQUEST NUMBER: W81W3G-3300-4162

NET AMT	\$2,050.00
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ACRN AA Funded Amount	\$2,050.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BASE YEAR REFUSE SERVICE FFP REFUSE CONTRACT 3 YARD DUMPSTERS AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162	1	Lump Sum	\$10,600.00	\$10,600.00

NET AMT	\$10,600.00
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ACRN AA Funded Amount	\$10,600.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum	\$10,000.00	\$10,000.00
	BASE YEAR 1 REFUSE SERVICE FFP REFUSE CONTRACT 6 YARD DUMPSTERS AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				
					<hr/>
NET AMT					\$10,000.00
ACRN AA Funded Amount					\$10,000.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum	\$2,030.90	\$2,030.90
OPTION	OPTION YEAR 1 REFUSE SERVICE FFP REFUSE CONTRACT TRASH CANS				
The contractor shall furnish the necessary supplies, labor, tools, containers (except as noted) and equipment for the collection, transportation, and disposal of trash, rubbish, and garbage at various public use and administrative facilities located throughout the Raystown Lake Project.					
PURCHASE REQUEST NUMBER: W81W3G-3300-4162					
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NET AMT					\$2,030.90
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum	\$10,673.96	\$10,673.96
OPTION	OPTION YEAR 1 REFUSE SERVICE FFP REFUSE CONTRACT 3 YARD DUMPSTERS AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				
NET AMT					\$10,673.96
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lump Sum	\$9,469.68	\$9,469.68
OPTION	OPTION YEAR 1 REFUSE SERVICE FFP REFUSE CONTRACT 6 YARD DUMPSTERS AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				
NET AMT					\$9,469.68
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lump Sum	\$2,024.00	\$2,024.00
OPTION	OPTION YEAR 2 REFUSE SERVICE FFP REFUSE CONTRACT TRASH CANS				

The contractor shall furnish the necessary supplies, labor, tools, containers (except as noted) and equipment for the collection, transportation, and disposal of trash, rubbish, and garbage at various public use and administrative facilities located throughout the Raystown Lake Project.

PURCHASE REQUEST NUMBER: W81W3G-3300-4162

				NET AMT	\$2,024.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lump Sum	\$10,688.92	\$10,688.92
OPTION	OPTION YEAR 2 REFUSE SERVICE FFP REFUSE CONTRACT 3 YARDS DUMPSTERS AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				

				NET AMT	\$10,688.92
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lump Sum	\$9,469.68	\$9,469.68
OPTION	OPTION YEAR 2 REFUSE SERVICE FFP REFUSE CONTRACT 6 YARD DUMPSTERS AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				

NET AMT	\$9,469.68
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lump Sum	\$2,024.00	\$2,024.00
OPTION	OPTION YEAR 3 REFUSE SERVICE FFP REFUSE CONTRACT TRASH CANS				

The contractor shall furnish the necessary supplies, labor, tools, containers (except as noted) and equipment for the collection, transportation, and disposal of trash, rubbish, and garbage at various public use and administrative facilities located throughout the Raystown Lake Project.

PURCHASE REQUEST NUMBER: W81W3G-3300-4162

NET AMT	\$2,024.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lump Sum	\$10,688.92	\$10,688.92
OPTION	OPTION YEAR 3 REFUSE SERVICE FFP REFUSE CONTRACT 3 YARD DUMPSTERS AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				

NET AMT	\$10,688.92
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Lump Sum	\$9,469.68	\$9,469.68
OPTION	OPTION YEAR 3 REFUSE SERVICE FFP REFUSE CONTRACT 6 YARD DUMPSTERS AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				

NET AMT	\$9,469.68
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lump Sum	\$1,973.40	\$1,973.40
OPTION	OPTION YEAR 4 REFUSE SERVICE FFP REFUSE CONTRACT TRASH CANS				

The contractor shall furnish the necessary supplies, labor, tools, containers (except as noted) and equipment for the collection, transportation, and disposal of trash, rubbish, and garbage at various public use and administrative facilities located throughout the Raystown Lake Project.

PURCHASE REQUEST NUMBER: W81W3G-3300-4162

				NET AMT	\$1,973.40
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Lump Sum	\$10,337.36	\$10,337.36
OPTION	OPTION YEAR 4 REFUSE SERVICE FFP REFUSE CONTRACT 3 YARD DUMPSTERS AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				

				NET AMT	\$10,337.36
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Lump Sum	\$9,110.64	\$9,110.64
OPTION	OPTION YEAR 4 REFUSE SERVICE FFP REFUSE CONTRACT 6 YARD DUMPTERS AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				

NET AMT	\$9,110.64
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	Lump Sum	\$12,600.00	\$12,600.00
	BASE YEAR REFUSE SERVICE FFP REFUSE CONTRACT TONNAGE AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				

NET AMT	\$12,600.00
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ACRN AA Funded Amount	\$12,600.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		1	Lump Sum	\$12,600.00	\$12,600.00
OPTION	OPTION YEAR 1 REFUSE SERVICE FFP REFUSE CONTRACT TONNAGE AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				

NET AMT	\$12,600.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		1	Lump Sum	\$12,600.00	\$12,600.00
OPTION	OPTION YEAR 2 REFUSE SERVICE FFP REFUSE CONTRACT TONNAGE AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				

NET AMT	\$12,600.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		1	Lump Sum	\$12,600.00	\$12,600.00
OPTION	OPTION YEAR 3 REFUSE SERVICE FFP REFUSE CONTRACT TONNAGE AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				

NET AMT	\$12,600.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020		1	Lump Sum	\$12,600.00	\$12,600.00
OPTION	OPTION YEAR 4 REFUSE SERVICE FFP REFUSE CONTRACT TONNAGE AT VARIOUS SITE LOCATION AT RAYSTOWN LAKE PROJECT PURCHASE REQUEST NUMBER: W81W3G-3300-4162				

NET AMT	\$12,600.00
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Funded Amount	\$0.00
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FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0019	N/A	N/A	N/A	N/A
0020	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JAN-2004 TO 31-DEC-2004	N/A	RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESSTON PA 16647 814-658-3405 X203 FOB: Destination	E1R0260
0002	POP 01-JAN-2004 TO 31-DEC-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0003	POP 01-JAN-2004 TO 31-DEC-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260

0004	POP 01-JAN-2005 TO 31-DEC-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0005	POP 01-JAN-2005 TO 31-DEC-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0006	POP 01-JAN-2005 TO 31-DEC-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0007	POP 01-JAN-2006 TO 31-DEC-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0008	POP 01-JAN-2006 TO 31-DEC-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0009	POP 01-JAN-2006 TO 31-DEC-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0010	POP 01-JAN-2007 TO 31-DEC-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0011	POP 01-JAN-2007 TO 31-DEC-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0012	POP 01-JAN-2007 TO 31-DEC-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0013	POP 01-JAN-2008 TO 31-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0014	POP 01-JAN-2008 TO 31-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0015	POP 01-JAN-2008 TO 31-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0016	POP 01-JAN-2008 TO 31-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0017	POP 01-JAN-2008 TO 31-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0018	POP 01-JAN-2008 TO 31-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0019	POP 01-JAN-2008 TO 31-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0020	POP 01-JAN-2008 TO 31-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260

ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 3123.0000 E1 X 08 2420 014900 96181 2500 A05250
 AMOUNT: \$35,250.00

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.217-8	Option To Extend Services	NOV 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jun 2003) - Alternate I	OCT 1995
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within Sixty (60) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least Sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed December 31, 2008.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Refuse Collector @ \$11.43

Refuse Truck Driver @ \$17.57

Laborer @ \$11.43

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond December 31, 2004. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond December 31, 2004, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

HTTP://FARSITE.HILL.AF.MIL

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

SCOPE OF WORK

**SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

Raystown Lake is located in Huntingdon and Bedford counties in South Central Pennsylvania, approximately 95 miles west of Harrisburg and 175 miles east of Pittsburgh. It is near the town of Huntingdon and approximately 70 miles from the Pennsylvania - Maryland border. The damsite is in the Raystown Branch of the Juniata River with the main access the project via route 26 from route 22 to the north and the Pennsylvania Turnpike to the south.

Raystown Lake consists of 13 recreation / boat launch areas and two maintenance areas. A complete inventory of requirements and schedules are listed in paragraphs C.3. and C.4. respectively.

Raystown receives an annual average visitation of approximately 1.4 million visitors (7.8 million visitor hours) during each calendar year.

This contract shall be in effect for one base year and four option years. The base year has been calculated from 01 January 2004 but will begin on that date or the Award Date of the contract, whichever comes last. Base and option years are as follows:

- Base – 01 Jan 2004 - 31 Dec 2004
- Option 1 - 01 Jan 2005 - 31 Dec 2005
- Option 2 - 01 Jan 2006 - 31 Dec 2006
- Option 3 - 01 Jan 2007- 31 Dec 2007
- Option 4 - 01 Jan 2008 - 31 Dec 2008

C.1. Scope of Work

C.1.1. The contractor shall furnish the necessary supplies, labor, tools, containers (except as noted) and equipment for the collection, transportation, and disposal of trash, rubbish, and garbage at various public use and administrative facilities located throughout the Raystown Lake Project.

C.1.1.1. The contractor shall provide, maintain, disinfect and sanitize three (3) cubic yard containers and six (6) cubic yard containers as per the inventory listed in paragraph. C.3.1. Such containers shall be green or brown in color, top loading with plastic, closing lids, with the word "REFUSE" in minimum 12-inch high white letters on the visible side of the container. The containers shall be placed as per the aforementioned inventory listing.

C.1.1.2. The contractor shall also collect trash, garbage, etc. from 32-gallon trashcans located at various location of the Raystown Lake project. The Government will furnish all trashcans. The location of each can is listed in paragraph C.3.1.

C.1.2. The contractor will be required to dedicate one truck to the collections at Raystown Lake so that weight tickets may be generated at the landfill showing the total weight exclusively for the Raystown refuse. Refuse collected from other locations should not be included in the collection truck from the Raystown contract service.

C.1.3. Weights and collection amounts listed in these specifications are approximations. The total weights to be collected listed in this contract represent estimated collection weights. Actual weights may vary depending on the amount of refuse in each container and the amount (if any) of refuse placed on and around the container.

C.2. Additional pickups (All years inclusive)

C.2.1. The contractor shall collect the garbage, trash, and refuse from the containers and cans at some or all of the bid items found in Section B on the day following the official Memorial Day holiday, July 4 holiday, Labor Day holiday, and during other special events, upon the request of the Contracting Officer. Other special events may include, but are not limited to, Raystown Clean-Up Day. Additional pickups may occur on weekends as well as weekdays. When not included in the schedule of services, the Contracting Officer's Representative (COR) will notify the Contractor of dates and service locations at least one week before additional service is required. Additional service is contained in the bid schedule. Such additional service shall be in accordance with paragraph C.1.1 and C.1.2.

C.3. Inventory of Refuse Collection Sites

C.3.1. The following inventory is listed for reference purposes only. Potential contractors are encouraged to inspect each site for level of difficulty, size, distance, obstacles, etc.

PRINT FROM
EXCEL SPREADSHEET
"Inventory"

C.4. Schedule of Services

C.4.1. A general schedule of service is shown below. For each year's calendar dates see Appendix A (Excel sheet "5-yr sch").

***PRINT FROM
EXCEL SPREADSHEET
"Gen schedule"***

C.5. General Conditions

C.5.1. The contractor shall dispose of all trash, rubbish, and garbage collected in accordance with Pennsylvania Department of Environmental Resources requirements and the Pennsylvania Solid Waste Management Authority and other applicable laws, rules, and regulations. Contractor shall provide suitable covers for vehicles to prevent garbage, paper, and other debris from scattering.

C.5.2. Garbage pickups in all areas shall be completed between 6:00 A.M. and 2:00 P.M. Exceptions to these hours may be requested in writing to the COR.

C.5.3. All garbage containers or cans shall be emptied and all bags, boxes, or other disposable items adjacent to the garbage containers or cans shall be collected. Garbage cans shall not be removed except to empty same and shall be returned to their original locations. Contractor will supply and place in each garbage can a disposable plastic liner of at least four (4) millimeter thickness. A new liner is to be placed in each can at each pickup. Contractor shall not be responsible for picking up litter. The contractor shall pickup any spillage from the containers, cans, or trucks.

C.5.4. The contractor must have sufficient labor, equipment, and supplies to perform all work required. The contractor shall provide, or make arrangements to provide, all containers (except as noted), equipment, materials, and supplies. All containers, supplies, and materials shall be subject to approval of the authorized representative of the Contracting Officer (Manager, Raystown Lake or designee).

C.5.5. Contractor shall use the existing service routes in the public use areas and the camp areas in making collections. Drivers of all contractor vehicles will comply with all applicable federal, state and local laws and regulations including the use of seat belts. All vehicles shall comply with federal, state and local laws and regulations. Only the contractor or contractor employees may be authorized to ride in or on the trucks or other equipment used by the contractor.

C.5.6. Special care shall be exercised to avoid damaging any public facilities. The contractor will restore or repair any damage to such facilities, buildings, signs, etc., resulting from the contractor's failure to exercise reasonable care in the performance of the work. If the contractor fails or refuses to repair any such damage promptly, the contracting officer may have the necessary work performed and charge the cost thereof to the contractor. The contractor will exercise extreme care so as to protect all visitors and their property from injury, harm and/or damage. The contractor shall be responsible for all damage incurred to self or others during the scope of this contract resulting from contractor negligence. The contractor shall report all damaged Government items found during the normal scope of this contract to the Park Manager. See section C.10. Required Insurance.

C.5.7. The Government reserves the right to have the contractor remove an employee from the job site if the employee, in the opinion of the Government, acts in such a manner as to endanger property or persons, including him or herself. An employee shall also be removed, if in the opinion of the Government, he or she behaves in an abusive, threatening or otherwise unacceptable manner toward the public, government employee, government facility, or any other government contractors.

C.5.8. The contractor shall notify the Park Manager of the contractor's perceived misuse of Government refuse receptacles by the non-recreating public. Misuse is primarily concerned with the dumping of household refuse into Government refuse receptacles. Contractor will note the date, location, and general inventory of items found in this occurrence.

C.5.9. The contractor's refuse hauling vehicles must be inspected by the appropriate Pennsylvania Department of Agriculture Bureau of Weights and Measures designee to certify properly calibrated weights and measures no less than annually, if applicable. Current copies of these certifications for each vehicle used must be provided to the Park Manager at the beginning of each contract year if vehicles contain internal scales.

C.5.10. The contractor shall remove, or turn upside down, each contractor-owned refuse container within two weeks of the final scheduled pick up from each collection site. All containers shall be replaced, or turned up-right, and prepared for service no less than two weeks prior to the first calendar year pick up from each collection site. The contractor will be responsible for the disposal of any and all refuse left in the containers in the off-season.

C.6. Safety

C.6.1. Contractor will comply with all applicable OSHA standards and other safety regulations as set forth in the Corps of Engineers Safety Manual, EM 385-1-1. This manual will be provided to the Contractor and is available on line at <http://www.hq.usace.army.mil/soh/EM385/385TOC.htm>.

C.6.2. The contractor shall supply the Corps of Engineers with a written accident prevention plan and activity hazard analysis plan prior to the commencement of work. The accident prevention plan will provide all the necessary information required by EM 385-1-1, Appendix A. Safety plan must be approved prior to the commencement of work.

C.6.3. All contractor equipment may be inspected by government personnel at the start of the each contract year, or any other time deemed necessary by the COR. All machinery is to be mechanically sound and in safe operating condition. The Government reserves the right to re-inspect any equipment at any time in the course of the contract. Equipment found to be unsafe will be removed from service until appropriate repairs and or safeguards are instituted.

C.6.4. All injuries to employees or recreational users and all damages to property, Government or private will be reported promptly to the Manager, Raystown Lake.

C.6.5. Contractor and employees will observe all applicable federal, state and local laws and regulations including speed limits. All vehicles will be operated in a safe manner while in use and will be parked in a safe manner when not in use.

C.6.6. The Park Manager shall be contacted and given as much advance notice as possible should the Contractor be unable to perform one or more collections. The contractor will not receive compensation for those collections that are not performed. Repetitive absence will be grounds for termination of the contract.

C.7. Restrictions

C.7.1. Contractor shall not use or be under the influence of drugs or alcohol at any time while performing the obligations under this contract.

C.7.2. Contractor shall not carry firearms in the park or maintain them in contractor vehicles.

C.7.3. The contractor and all contractor employees shall be governed by the provisions in Title 36 Code of Federal Regulations, Part 327, during the performance of this contract. A copy of these provisions will be provided by the Government.

C.7.4. The contractor will be provided with appropriate keys to enter areas normally restricted to the general public. Any use of those keys outside the use needed in the performance of the contract is strictly prohibited. Such improprieties shall be grounds for the removal of the employee(s) involved from the job site or termination of the contract.

C.8. Quantities

C.8.1. Quantities listed are estimated. The Manager, Raystown Lake, reserves the right to decrease or increase line item quantities based on actual need. The contractor will be given at least one week written notice of a change in the schedule. The effective date of the notice will be the date on the written notice as signed by the Manager or his designated representative. Services may be verbally deleted as a result of flood control operations or adverse weather conditions and followed by written notification. Contractor will not be reimbursed for pickups that may be deleted by the Manager with such notice.

C.8.2. Variations in quantities of less than or equal to 30% based on total contract cost will preclude any adjustment in the contract amount.

C.9. Inspection, Deductions, and Defaults

C.9.1. Inspection

C.9.1.1. Contractor performance will be evaluated with emphasis in the following areas:

- a. Proper conduct in dealing with the visiting public.
- b. Compliance with specifications.
- c. Safety procedures.
- d. Number and frequency of valid visitor complaints.

C.9.1.2. Random inspection of complete service will be accomplished by Government personnel. All weight tickets will be reviewed to ensure proper billing.

C.9.2. Deductions

C.9.2.1. If the services are found to be defective in workmanship or otherwise not in conformity with the specifications and requirements of the contract, the Government shall have the right to reject such service. If time permits, the work shall then be performed in an efficient and workmanlike manner without additional cost to the Government.

C.9.2.2. Work which cannot be corrected in a timely fashion will be deducted from the contractor's pay estimate. Deductions for partial work will be made on the basis of work accomplished, and the estimated cost to complete the work, either by Government labor or hired contractor.

C.9.2.3. Damage to Government facilities should be minimized. Any damage to Government facilities deemed to have been caused by contractor negligence shall be (1) corrected in a timely fashion by the contractor, (2) corrected by the Government or another contractor and deducted from the contractor pay estimate, or (3) settled in an appropriate and timely fashion through the contractor's insurance carrier.

C.9.3. Default

C.9.3.1. Default of the contract shall be considered for various reasons relating to nonperformance of the contractual specifications. Following is a partial listing of reasons for which default may be considered:

- a. Failure to provide items and services identified in the contract.
- b. Repetitive pay deductions for nonperformance.
- c. Repetitive safety violations.
- d. Repeated abuse of key privileges.
- e. Abnormally high amounts of inflicted damage to Government facilities or private property.

C.9.3.2. Contractor employee actions or conduct deemed inappropriate by the contracting officer will be grounds for the immediate cancellation of the contract. Other contractor actions that would result in immediate dismissal would include but not be limited to the following:

- a. Intoxication while on duty.
- b. Repeated safety violations.
- c. Cursing or harassment of visitors.
- d. Theft of money or supplies.
- e. Unprovoked physical contact with visitors, Corps personnel, or other Government Contractors.

C.10. REQUIRED INSURANCE

C.10.1. The contractor shall procure and maintain during the entire period of his or her performance under the contract the following minimum insurance:

Type	Amount
Comprehensive General Liability Bodily injury or death	\$1,000,000 per occurrence
Motor Vehicle Liability (for each motor vehicle)	\$300,000 per person
Bodily injury or death	\$500,000 per occurrence
Property Damage	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability	\$100,000 per person

C.10.2. Prior to the commencement of work, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect

that cancellation or any material change in policies adversely affecting that cancellation, or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the Laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

C.11. Invoices and Payment

C.11.1. Payment for this contract will be based on number of containers collected and weight of refuse collected. Contractor must supply the Park Manager a summary report showing all containers and tonnage collected for each collection date and location as per these specifications. Contractor must provide copies of landfill weight receipt tickets for review with each invoice.

C.11.2. Payment for refuse collected under this contract will be processed on a monthly basis upon receipt of a contractor invoice. Said invoice should itemize charges, must include collection weights and be submitted after the completion of each month's service. No payment shall be received for services not rendered. Incorrect invoices will be returned to the contractor for correction before the pay estimate is processed for payment.

C.12. Contracting Officer's Representative

C.12.1. The authorized representative of the contracting officer for this acquisition contract is:

Mr. Dwight R. Beall
 Manager, Raystown Lake
 R. D. 1, Box 222
 Hesston, PA 16647-9998
 (814) 658-3405

END OF SCOPE OF WORK

FIVE YEAR SCHEDULE

	BASE 2004	OPTION 1 2005	OPTION 2 2006	OPTION 3 2007	OPTION 4 2008	Number of Collectio ns
Areas included in this schedule	Jan 05	Jan 03	Jan 09	Jan 08	Jan 07	1
	Jan 19	Jan 17	Jan 23	Jan 22	Jan 21	2
Seven Points	Feb 02	Jan 31	Feb 06	Feb 05	Feb 04	3
Maintenance						
Dam Maintenance	Feb 16	Feb 07	Feb 20	Feb 19	Feb 18	4
Seven Points	Mar 01	Feb 21	Mar 06	Mar 05	Mar 03	5
Administration						
Seven Points	Mar 15	Mar 07	Mar 20	Mar 19	Mar 17	6
Entrance Station						
	Mar 29	Mar 21	Mar 27	Mar 26	Mar 31	7
	Apr 05	Mar 28	Apr 03	Apr 02	Apr 07	8
	Apr 12	Apr 04	Apr 10	Apr 09	Apr 14	9
	Apr 19	Apr 11	Apr 17	Apr 16	Apr 21	10
	Apr 26	Apr 18	Apr 24	Apr 23	Apr 28	11
	May 03	Apr 25	May 01	Apr 30	May 05	12

May 10	May 02	May 08	May 07	May 12	13
May 14	May 09	May 12	May 11	May 16	14
May 17	May 13	May 15	May 14	May 19	15
May 21	May 16	May 19	May 18	May 23	16
May 24	May 20	May 22	May 21	May 26	17
May 28	May 23	May 26	May 25	May 30	18
May 31	May 27	May 29	May 28	Jun 02	19
Jun 04	May 30	Jun 02	Jun 01	Jun 06	20
Jun 07	Jun 03	Jun 05	Jun 04	Jun 09	21
Jun 11	Jun 06	Jun 09	Jun 08	Jun 13	22
Jun 14	Jun 10	Jun 12	Jun 11	Jun 16	23
Jun 18	Jun 13	Jun 16	Jun 15	Jun 20	24
Jun 21	Jun 17	Jun 19	Jun 18	Jun 23	25
Jun 25	Jun 20	Jun 23	Jun 22	Jun 27	26
Jun 28	Jun 24	Jun 26	Jun 25	Jun 30	27
Jul 02	Jun 27	Jun 30	Jun 29	Jul 04	28
Jul 05	Jul 01	Jul 03	Jul 02	Jul 07	29
Jul 09	Jul 04	Jul 07	Jul 06	Jul 11	30
Jul 12	Jul 08	Jul 10	Jul 09	Jul 14	31
Jul 16	Jul 11	Jul 14	Jul 13	Jul 18	32
Jul 19	Jul 15	Jul 17	Jul 16	Jul 21	33
Jul 23	Jul 18	Jul 21	Jul 20	Jul 25	34
Jul 26	Jul 22	Jul 24	Jul 23	Jul 28	35
Jul 30	Jul 25	Jul 28	Jul 27	Aug 01	36
Aug 02	Jul 29	Jul 31	Jul 30	Aug 04	37
Aug 06	Aug 01	Aug 04	Aug 03	Aug 08	38
Aug 09	Aug 05	Aug 07	Aug 06	Aug 11	39
Aug 13	Aug 08	Aug 11	Aug 10	Aug 15	40
Aug 16	Aug 12	Aug 14	Aug 13	Aug 18	41
Aug 20	Aug 15	Aug 18	Aug 17	Aug 22	42
Aug 23	Aug 19	Aug 21	Aug 20	Aug 25	43
Aug 27	Aug 22	Aug 25	Aug 24	Aug 29	44
Aug 30	Aug 26	Aug 28	Aug 27	Sep 01	45
Sep 03	Aug 29	Sep 01	Aug 31	Sep 05	46
Sep 06	Sep 02	Sep 04	Sep 03	Sep 08	47
Sep 10	Sep 05	Sep 08	Sep 07	Sep 12	48
Sep 13	Sep 09	Sep 11	Sep 10	Sep 15	49
Sep 20	Sep 12	Sep 18	Sep 17	Sep 22	50
Sep 27	Sep 19	Sep 25	Sep 24	Sep 29	51
Oct 04	Sep 26	Oct 02	Oct 01	Oct 06	52
Oct 11	Oct 03	Oct 09	Oct 08	Oct 13	53
Oct 18	Oct 10	Oct 16	Oct 15	Oct 20	54
Oct 25	Oct 17	Oct 23	Oct 22	Oct 27	55
Nov 01	Oct 24	Oct 30	Oct 29	Nov 03	56
Nov 15	Oct 31	Nov 13	Nov 12	Nov 17	57
Nov 29	Nov 14	Nov 27	Nov 26	Dec 01	58
Dec 06	Nov 28	Dec 11	Dec 10	Dec 15	59
Dec 20	Dec 12	Dec 25	Dec 24	Dec 29	60
	Dec 26				61
Number of collections	(60)	(61)	(60)	(60)	(60)
BASE 2004	OPTION 1 2005	OPTION 2 2006	OPTION 3 2007	OPTION 4 2008	Number of

Areas included in this schedule	Apr 05	Apr 04	Apr 03	Apr 02	Apr 07	Collectio ns 1
	Apr 19	Apr 18	Apr 17	Apr 16	Apr 21	2
Seven Points Day Use	May 03	May 02	May 01	Apr 30	May 05	3
Dam Day Use	May 10	May 09	May 08	May 07	May 12	4
Ridenour Overlook	May 14	May 13	May 12	May 11	May 16	5
Snyder's Run	May 17	May 16	May 15	May 14	May 19	6
Aitch	May 21	May 20	May 19	May 18	May 23	7
James Creek	May 24	May 23	May 22	May 21	May 26	8
Tatman Run Boat Launch	May 28	May 27	May 26	May 25	May 27	9
Shy Beaver	May 31	May 30	May 29	May 28	May 30	10
Corbin's Island	Jun 01	May 31	May 30	May 29	Jun 02	11
Weaver Falls	Jun 04	Jun 03	Jun 02	Jun 01	Jun 06	12
	Jun 07	Jun 06	Jun 05	Jun 04	Jun 09	13
	Jun 11	Jun 10	Jun 09	Jun 08	Jun 13	14
	Jun 14	Jun 13	Jun 12	Jun 11	Jun 16	15
	Jun 18	Jun 17	Jun 16	Jun 15	Jun 20	16
	Jun 21	Jun 20	Jun 19	Jun 18	Jun 23	17
	Jun 25	Jun 24	Jun 23	Jun 22	Jun 27	18
	Jun 28	Jun 27	Jun 26	Jun 25	Jun 30	19
	Jul 02	Jul 01	Jun 30	Jun 29	Jul 04	20
	Jul 05	Jul 04	Jul 03	Jul 02	Jul 05	21
	Jul 06	Jul 05	Jul 05	Jul 05	Jul 07	22
	Jul 09	Jul 08	Jul 07	Jul 06	Jul 11	23
	Jul 12	Jul 11	Jul 10	Jul 09	Jul 14	24
	Jul 16	Jul 15	Jul 14	Jul 13	Jul 18	25
	Jul 19	Jul 18	Jul 17	Jul 16	Jul 21	26
	Jul 23	Jul 22	Jul 21	Jul 20	Jul 25	27
	Jul 26	Jul 25	Jul 24	Jul 23	Jul 28	28
	Jul 30	Jul 29	Jul 28	Jul 27	Aug 01	29
	Aug 02	Aug 01	Jul 31	Jul 30	Aug 04	30
	Aug 06	Aug 05	Aug 04	Aug 03	Aug 08	31
	Aug 09	Aug 08	Aug 07	Aug 06	Aug 11	32
	Aug 13	Aug 12	Aug 11	Aug 10	Aug 15	33
	Aug 16	Aug 15	Aug 14	Aug 13	Aug 18	34
	Aug 20	Aug 19	Aug 18	Aug 17	Aug 22	35
	Aug 23	Aug 22	Aug 21	Aug 20	Aug 25	36
	Aug 27	Aug 26	Aug 25	Aug 24	Aug 29	37
	Aug 30	Aug 29	Aug 28	Aug 27	Sep 01	38
	Sep 03	Sep 02	Sep 01	Aug 31	Sep 02	39
	Sep 06	Sep 05	Sep 04	Sep 03	Sep 05	40
	Sep 07	Sep 06	Sep 05	Sep 04	Sep 08	41
	Sep 10	Sep 09	Sep 08	Sep 07	Sep 15	42
	Sep 13	Sep 12	Sep 11	Sep 10	Sep 22	43
	Sep 20	Sep 19	Sep 18	Sep 17	Sep 29	44
	Sep 27	Sep 26	Sep 25	Sep 24	Oct 06	45
	Oct 04	Oct 03	Oct 02	Oct 01	Oct 13	46
	Oct 11	Oct 10	Oct 09	Oct 08	Oct 20	47
	Oct 18	Oct 17	Oct 16	Oct 15	Oct 27	48
	Oct 25	Oct 24	Oct 23	Oct 22	Nov 03	49
	Nov 01	Oct 31	Oct 30	Oct 29		50
		Nov 07	Nov 06	Nov 05		51

Number of collections	(50)	(51)	(51)	(51)	(49)	
	BASE 2004	OPTION 1 2005	OPTION 2 2006	OPTION 3 2007	OPTION 4 2008	Number of Collection ns
Areas included in this schedule	Mar 29	Mar 28	Mar 27	Mar 26	Mar 31	1
	Apr 05 *	Apr 04 *	Apr 03 *	Apr 02 *	Apr 07 *	2
Seven Points	Apr 12	Apr 11	Apr 10	Apr 09	Apr 14	3
Campground						
Dumpstation	Apr 19 *	Apr 18 *	Apr 17 *	Apr 16 *	Apr 21 *	4
Meadow	Apr 26	Apr 25	Apr 24	Apr 23	Apr 28	5
Valley	May 03	May 02	May 01	Apr 30	May 05	6
Point	May 10	May 09	May 08	May 07	May 12	7
Senoia	May 14	May 13	May 12	May 11	May 16	8
Bay	May 17	May 16	May 15	May 14	May 19	9
Nancys Campground	May 21	May 20	May 19	May 18	May 23	10
	May 24	May 23	May 22	May 21	May 26	11
* No Nancy's Camp service -	May 28	May 27	May 26	May 25	May 27	12
Seven Points Only	May 31	May 30	May 29	May 28	May 30	13
	<i>Jun 01</i>	<i>May 31</i>	<i>May 30</i>	<i>May 29</i>	Jun 02	14
	Jun 04	Jun 03	Jun 02	Jun 01	Jun 06	15
	Jun 07	Jun 06	Jun 05	Jun 04	Jun 09	16
	Jun 11	Jun 10	Jun 09	Jun 08	Jun 13	17
	Jun 14	Jun 13	Jun 12	Jun 11	Jun 16	18
	Jun 18	Jun 17	Jun 16	Jun 15	Jun 20	19
	Jun 21	Jun 20	Jun 19	Jun 18	Jun 23	20
	Jun 25	Jun 24	Jun 23	Jun 22	Jun 27	21
	Jun 28	Jun 27	Jun 26	Jun 25	Jun 30	22
	Jul 02	Jul 01	Jun 30	Jun 29	Jul 04	23
	Jul 05	Jul 04	Jul 03	Jul 02	<i>Jul 05</i>	24
	<i>Jul 06</i>	<i>Jul 05</i>	<i>Jul 05</i>	<i>Jul 05</i>	Jul 07	25
	Jul 09	Jul 08	Jul 07	Jul 06	Jul 11	26
	Jul 12	Jul 11	Jul 10	Jul 09	Jul 14	27
	Jul 16	Jul 15	Jul 14	Jul 13	Jul 18	28
	Jul 19	Jul 18	Jul 17	Jul 16	Jul 21	29
	Jul 23	Jul 22	Jul 21	Jul 20	Jul 25	30
	Jul 26	Jul 25	Jul 24	Jul 23	Jul 28	31
	Jul 30	Jul 29	Jul 28	Jul 27	Aug 01	32
	Aug 02	Aug 01	Jul 31	Jul 30	Aug 04	33
	Aug 06	Aug 05	Aug 04	Aug 03	Aug 08	34
	Aug 09	Aug 08	Aug 07	Aug 06	Aug 11	35
	Aug 13	Aug 12	Aug 11	Aug 10	Aug 15	36
	Aug 16	Aug 15	Aug 14	Aug 13	Aug 18	37
	Aug 20	Aug 19	Aug 18	Aug 17	Aug 22	38
	Aug 23	Aug 22	Aug 21	Aug 20	Aug 25	39
	Aug 27	Aug 26	Aug 25	Aug 24	Aug 29	40
	Aug 30	Aug 29	Aug 28	Aug 27	Sep 01	41
	Sep 03	Sep 02	Sep 01	Aug 31	<i>Sep 02</i>	42
	Sep 06	Sep 05	Sep 04	Sep 03	Sep 05	43
	<i>Sep 07</i>	<i>Sep 06</i>	<i>Sep 05</i>	<i>Sep 04</i>	Sep 08	44
	Sep 10	Sep 09	Sep 08	Sep 07	Sep 15 *	45

	Sep 13	Sep 12	Sep 11	Sep 10	Sep 22	46
	Sep 20 *	Sep 19 *	Sep 18 *	Sep 17 *	Sep 29 *	47
	Sep 27	Sep 26	Sep 25	Sep 24	Oct 06	48
	Oct 04 *	Oct 03 *	Oct 02 *	Oct 01 *	Oct 13 *	49
	Oct 11	Oct 10	Oct 09	Oct 08	Oct 20	50
	Oct 18 *	Oct 17 *	Oct 16 *	Oct 15 *	Oct 27 *	51
	Oct 25	Oct 24	Oct 23	Oct 22	Nov 03	52
	Nov 1 *	Oct 31 *	Oct 30 *	Oct 29 *		53
	Nov 08	Nov 07	Nov 06	Nov 05		54
Number of collections	(54)	(54)	(54)	(54)	(52)	
Nancy's collections	(48)	(48)	(48)	(48)	(46)	

	BASE 2004	OPTION 1 2005	OPTION 2 2006	OPTION 3 2007	OPTION 4 2008	Number of Collectio ns
Areas included in this schedule	May 17	May 16	May 15	May 14	May 19	1
	May 24	May 23	May 22	May 21	May 26	2
Tatman Run Beach	May 28	May 27	May 26	May 25	May 30	3
Susquehannock	May 31	May 30	May 29	May 28	Jun 02	4
Campground	Jun 04	Jun 03	Jun 02	Jun 01	Jun 06	5
	Jun 07	Jun 06	Jun 05	Jun 04	Jun 09	6
	Jun 11	Jun 10	Jun 09	Jun 08	Jun 13	7
	Jun 14	Jun 13	Jun 12	Jun 11	Jun 16	8
	Jun 18	Jun 17	Jun 16	Jun 15	Jun 20	9
	Jun 21	Jun 20	Jun 19	Jun 18	Jun 23	10
	Jun 25	Jun 24	Jun 23	Jun 22	Jun 27	11
	Jun 28	Jun 27	Jun 26	Jun 25	Jun 30	12
	Jul 02	Jul 01	Jun 30	Jun 29	Jul 04	13
	Jul 05	Jul 04	Jul 03	Jul 02	Jul 07	14
	Jul 09	Jul 08	Jul 07	Jul 06	Jul 11	15
	Jul 12	Jul 11	Jul 10	Jul 09	Jul 14	16
	Jul 16	Jul 15	Jul 14	Jul 13	Jul 18	17
	Jul 19	Jul 18	Jul 17	Jul 16	Jul 21	18
	Jul 23	Jul 22	Jul 21	Jul 20	Jul 25	19
	Jul 26	Jul 25	Jul 24	Jul 23	Jul 28	20
	Jul 30	Jul 29	Jul 28	Jul 27	Aug 01	21
	Aug 02	Aug 01	Jul 31	Jul 30	Aug 04	22
	Aug 06	Aug 05	Aug 04	Aug 03	Aug 08	23
	Aug 09	Aug 08	Aug 07	Aug 06	Aug 11	24
	Aug 13	Aug 12	Aug 11	Aug 10	Aug 15	25
	Aug 16	Aug 15	Aug 14	Aug 13	Aug 18	26
	Aug 20	Aug 19	Aug 18	Aug 17	Aug 22	27
	Aug 23	Aug 22	Aug 21	Aug 20	Aug 25	28
	Aug 27	Aug 26	Aug 25	Aug 24	Aug 29	29
	Aug 30	Aug 29	Aug 28	Aug 27	Sep 01	30
	Sep 03	Sep 02	Sep 01	Aug 31	Sep 05	31
	Sep 06	Sep 05	Sep 04	Sep 03	Sep 08	32
	Sep 10	Sep 09	Sep 08	Sep 07	Sep 12	33
	Sep 13	Sep 12	Sep 11	Sep 10	Sep 15	34
			Sep 15	Sep 14		35

Number of collections (34) (34) (35) (35) (34)

WAGE RATES

WAGE DETERMINATION DECISION OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2451 (Rev. 24) dated 4 June 2003

State(s): Ohio, Pennsylvania

Areas: Ohio COUNTIES OF Belmont, Harrison, Jefferson, Tuscarawas
Pennsylvania COUNTIES OF Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

WAGE DETERMINATION NO: 94-2451 REV (24) AREA: PA,PITTSBURGH

WAGE DETERMINATION NO: 94-2451 REV (24) AREA: PA,PITTSBURGH

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
|
|
|

William W.Gross	Division of	Wage Determination No.: 1994-2451
Director	Wage Determinations	Revision No.: 24
		Date Of Last Revision: 06/04/2003

States: Ohio, Pennsylvania

Area: Ohio Counties of Belmont, Harrison, Jefferson, Tuscarawas
Pennsylvania Counties of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

Fringe Benefits Required Follow the Occupational Listing	
OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.00
01012 - Accounting Clerk II	12.04
01013 - Accounting Clerk III	14.97
01014 - Accounting Clerk IV	20.33
01030 - Court Reporter	16.16
01050 - Dispatcher, Motor Vehicle	13.01
01060 - Document Preparation Clerk	11.66
01070 - Messenger (Courier)	9.61
01090 - Duplicating Machine Operator	10.49
01110 - Film/Tape Librarian	12.05

01115 - General Clerk I	8.54
01116 - General Clerk II	9.53
01117 - General Clerk III	11.76
01118 - General Clerk IV	13.35
01120 - Housing Referral Assistant	17.32
01131 - Key Entry Operator I	9.14
01132 - Key Entry Operator II	11.13
01191 - Order Clerk I	11.97
01192 - Order Clerk II	14.31
01261 - Personnel Assistant (Employment) I	12.42
01262 - Personnel Assistant (Employment) II	13.84
01263 - Personnel Assistant (Employment) III	14.49
01264 - Personnel Assistant (Employment) IV	17.92
01270 - Production Control Clerk	16.67
01290 - Rental Clerk	12.05
01300 - Scheduler, Maintenance	13.74
01311 - Secretary I	13.74
01312 - Secretary II	15.20
01313 - Secretary III	17.32
01314 - Secretary IV	19.23
01315 - Secretary V	21.35
01320 - Service Order Dispatcher	13.26
01341 - Stenographer I	12.79
01342 - Stenographer II	14.30
01400 - Supply Technician	19.23
01420 - Survey Worker (Interviewer)	11.51
01460 - Switchboard Operator-Receptionist	9.80
01510 - Test Examiner	14.23
01520 - Test Proctor	14.23
01531 - Travel Clerk I	10.17
01532 - Travel Clerk II	10.90
01533 - Travel Clerk III	11.71
01611 - Word Processor I	11.61
01612 - Word Processor II	15.43
01613 - Word Processor III	16.54
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.74
03041 - Computer Operator I	12.74
03042 - Computer Operator II	13.99
03043 - Computer Operator III	18.29
03044 - Computer Operator IV	20.32
03045 - Computer Operator V	22.49
03071 - Computer Programmer I (1)	19.92
03072 - Computer Programmer II (1)	22.65
03073 - Computer Programmer III (1)	27.18
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	21.53
03102 - Computer Systems Analyst II (1)	27.48
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.96
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.80
05010 - Automotive Glass Installer	15.60
05040 - Automotive Worker	15.60
05070 - Electrician, Automotive	16.22
05100 - Mobile Equipment Servicer	14.46
05130 - Motor Equipment Metal Mechanic	16.80
05160 - Motor Equipment Metal Worker	15.60
05190 - Motor Vehicle Mechanic	17.06
05220 - Motor Vehicle Mechanic Helper	13.89
05250 - Motor Vehicle Upholstery Worker	15.03
05280 - Motor Vehicle Wrecker	15.60
05310 - Painter, Automotive	16.22
05340 - Radiator Repair Specialist	15.60
05370 - Tire Repairer	13.96
05400 - Transmission Repair Specialist	16.80

07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.61
07010 - Baker	10.98
07041 - Cook I	10.16
07042 - Cook II	10.98
07070 - Dishwasher	8.33
07130 - Meat Cutter	11.08
07250 - Waiter/Waitress	8.86
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.22
09040 - Furniture Handler	12.62
09070 - Furniture Refinisher	16.22
09100 - Furniture Refinisher Helper	13.89
09110 - Furniture Repairer, Minor	15.03
09130 - Upholsterer	16.22
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.44
11060 - Elevator Operator	11.02
11090 - Gardener	11.01
11121 - House Keeping Aid I	9.27
11122 - House Keeping Aid II	9.94
11150 - Janitor	12.12
11210 - Laborer, Grounds Maintenance	9.60
11240 - Maid or Houseman	9.27
11270 - Pest Controller	12.21
11300 - Refuse Collector	12.12
11330 - Tractor Operator	10.60
11360 - Window Cleaner	12.89
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.02
12071 - Licensed Practical Nurse I	12.06
12072 - Licensed Practical Nurse II	13.55
12073 - Licensed Practical Nurse III	15.15
12100 - Medical Assistant	10.66
12130 - Medical Laboratory Technician	14.22
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.57
12221 - Nursing Assistant I	8.03
12222 - Nursing Assistant II	9.03
12223 - Nursing Assistant III	9.85
12224 - Nursing Assistant IV	11.05
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.93
12311 - Registered Nurse I	19.83
12312 - Registered Nurse II	22.11
12313 - Registered Nurse II, Specialist	22.11
12314 - Registered Nurse III	27.91
12315 - Registered Nurse III, Anesthetist	27.94
12316 - Registered Nurse IV	29.41
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.81
13011 - Exhibits Specialist I	20.46
13012 - Exhibits Specialist II	26.07
13013 - Exhibits Specialist III	28.16
13041 - Illustrator I	17.66
13042 - Illustrator II	22.51
13043 - Illustrator III	24.32
13047 - Librarian	24.58
13050 - Library Technician	13.89
13071 - Photographer I	13.80
13072 - Photographer II	16.58
13073 - Photographer III	21.13
13074 - Photographer IV	22.83
13075 - Photographer V	27.60
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	

15010 - Assembler	8.25
15030 - Counter Attendant	8.25
15040 - Dry Cleaner	10.11
15070 - Finisher, Flatwork, Machine	8.25
15090 - Presser, Hand	8.25
15100 - Presser, Machine, Drycleaning	8.25
15130 - Presser, Machine, Shirts	8.25
15160 - Presser, Machine, Wearing Apparel, Laundry	8.25
15190 - Sewing Machine Operator	10.80
15220 - Tailor	11.48
15250 - Washer, Machine	8.94
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.21
19040 - Tool and Die Maker	22.76
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.62
21020 - Material Coordinator	16.89
21030 - Material Expediter	16.89
21040 - Material Handling Laborer	16.45
21050 - Order Filler	13.89
21071 - Forklift Operator	13.92
21080 - Production Line Worker (Food Processing)	14.60
21100 - Shipping/Receiving Clerk	13.72
21130 - Shipping Packer	13.72
21140 - Store Worker I	11.08
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.06
21210 - Tools and Parts Attendant	13.61
21400 - Warehouse Specialist	13.92
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.71
23040 - Aircraft Mechanic Helper	14.78
23050 - Aircraft Quality Control Inspector	19.32
23060 - Aircraft Servicer	16.37
23070 - Aircraft Worker	17.25
23100 - Appliance Mechanic	16.73
23120 - Bicycle Repairer	13.96
23125 - Cable Splicer	21.69
23130 - Carpenter, Maintenance	17.47
23140 - Carpet Layer	17.94
23160 - Electrician, Maintenance	20.74
23181 - Electronics Technician, Maintenance I	18.40
23182 - Electronics Technician, Maintenance II	21.70
23183 - Electronics Technician, Maintenance III	23.74
23260 - Fabric Worker	15.03
23290 - Fire Alarm System Mechanic	17.58
23310 - Fire Extinguisher Repairer	15.55
23340 - Fuel Distribution System Mechanic	19.32
23370 - General Maintenance Worker	15.60
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.24
23430 - Heavy Equipment Mechanic	16.97
23440 - Heavy Equipment Operator	18.48
23460 - Instrument Mechanic	19.10
23470 - Laborer	13.37
23500 - Locksmith	18.41
23530 - Machinery Maintenance Mechanic	18.66
23550 - Machinist, Maintenance	18.41
23580 - Maintenance Trades Helper	13.89
23640 - Millwright	18.76
23700 - Office Appliance Repairer	18.41
23740 - Painter, Aircraft	17.26
23760 - Painter, Maintenance	18.40
23790 - Pipefitter, Maintenance	22.74
23800 - Plumber, Maintenance	18.65
23820 - Pneudraulic Systems Mechanic	19.10
23850 - Rigger	19.10
23870 - Scale Mechanic	17.48

23890 - Sheet-Metal Worker, Maintenance	18.88
23910 - Small Engine Mechanic	15.60
23930 - Telecommunication Mechanic I	17.36
23931 - Telecommunication Mechanic II	17.83
23950 - Telephone Lineman	17.58
23960 - Welder, Combination, Maintenance	16.81
23965 - Well Driller	16.80
23970 - Woodcraft Worker	16.80
23980 - Woodworker	14.45
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.40
24580 - Child Care Center Clerk	8.86
24600 - Chore Aid	8.92
24630 - Homemaker	10.89
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.78
25040 - Sewage Plant Operator	18.37
25070 - Stationary Engineer	20.78
25190 - Ventilation Equipment Tender	15.28
25210 - Water Treatment Plant Operator	17.84
27000 - Protective Service Occupations	
(not set) - Police Officer	22.56
27004 - Alarm Monitor	13.53
27006 - Corrections Officer	19.31
27010 - Court Security Officer	19.98
27040 - Detention Officer	19.31
27070 - Firefighter	19.87
27101 - Guard I	8.48
27102 - Guard II	13.74
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.21
28020 - Hatch Tender	16.21
28030 - Line Handler	16.21
28040 - Stevedore I	15.30
28050 - Stevedore II	16.52
29000 - Technical Occupations	
21150 - Graphic Artist	18.69
29010 - Air Traffic Control Specialist, Center (2)	29.33
29011 - Air Traffic Control Specialist, Station (2)	20.22
29012 - Air Traffic Control Specialist, Terminal (2)	22.27
29023 - Archeological Technician I	14.84
29024 - Archeological Technician II	16.62
29025 - Archeological Technician III	20.55
29030 - Cartographic Technician	22.35
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.32
29040 - Civil Engineering Technician	20.74
29061 - Drafter I	12.82
29062 - Drafter II	16.27
29063 - Drafter III	19.55
29064 - Drafter IV	25.09
29081 - Engineering Technician I	16.06
29082 - Engineering Technician II	18.06
29083 - Engineering Technician III	20.98
29084 - Engineering Technician IV	24.00
29085 - Engineering Technician V	27.48
29086 - Engineering Technician VI	33.22
29090 - Environmental Technician	17.43
29100 - Flight Simulator/Instructor (Pilot)	27.48
29160 - Instructor	22.54
29210 - Laboratory Technician	18.37
29240 - Mathematical Technician	25.09
29361 - Paralegal/Legal Assistant I	14.45
29362 - Paralegal/Legal Assistant II	18.81
29363 - Paralegal/Legal Assistant III	22.27
29364 - Paralegal/Legal Assistant IV	22.93
29390 - Photooptics Technician	22.06

29480 - Technical Writer	21.39
29491 - Unexploded Ordnance (UXO) Technician I	18.64
29492 - Unexploded Ordnance (UXO) Technician II	22.55
29493 - Unexploded Ordnance (UXO) Technician III	27.03
29494 - Unexploded (UXO) Safety Escort	18.64
29495 - Unexploded (UXO) Sweep Personnel	18.64
29620 - Weather Observer, Senior (3)	21.00
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	20.06
29622 - Weather Observer, Upper Air (3)	20.06
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	17.12
31260 - Parking and Lot Attendant	9.00
31290 - Shuttle Bus Driver	14.50
31300 - Taxi Driver	9.93
31361 - Truckdriver, Light Truck	13.63
31362 - Truckdriver, Medium Truck	15.88
31363 - Truckdriver, Heavy Truck	16.28
31364 - Truckdriver, Tractor-Trailer	16.61
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.38
99030 - Cashier	7.45
99041 - Carnival Equipment Operator	9.78
99042 - Carnival Equipment Repairer	10.16
99043 - Carnival Worker	8.33
99050 - Desk Clerk	7.70
99095 - Embalmer	18.64
99300 - Lifeguard	8.91
99310 - Mortician	19.44
99350 - Park Attendant (Aide)	11.19
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.91
99500 - Recreation Specialist	12.61
99510 - Recycling Worker	14.23
99610 - Sales Clerk	8.87
99620 - School Crossing Guard (Crosswalk Attendant)	8.33
99630 - Sport Official	7.74
99658 - Survey Party Chief (Chief of Party)	14.32
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.01
99660 - Surveying Aide	8.53
99690 - Swimming Pool Operator	15.10
99720 - Vending Machine Attendant	13.41
99730 - Vending Machine Repairer	15.10
99740 - Vending Machine Repairer Helper	13.41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

CONTINUING CONTRACT

CONTINUING CONTRACTS (Alternate)

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$51,053.34 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors, will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Statute 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(g) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

End of Clauses

(was0232-4068)
(EFARS 52. 232-5002)